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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 10th December, 2025

No. 576715-HII(2)-2025/19168.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **10/2020 dated 28.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BHAGWANTI @ BAGWANTI DEVI @ BHAGWATI W/O LATE SH. ARVIND MISHRA, R/O HOUSE NO. 19, NEAR BABA SAMADHI, VILLAGE HALLOMAJRA, CHANDIGARH. (WORKMAN)

AND

1. M/S G4S SECURITY SOLUTIONS PVT.LTD. (THROUGH ITS OWNER / DIRECTOR / PROPRIETORS/ MANAGER), SCO NO. 49, SECTOR 42-C, CHANDIGARH.

2. M/S SALICO TRADING CO. PVT. LTD. (THROUGH ITS OWNER / DIRECTOR / PROPRIETORS / MANAGER), PLOT NO. 371, INDUSTRIAL AREA, PHASE - I, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Bhagwanti @ Bagwanti Devi @ Bhagwati has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

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Location: Chandigarh

2. Briefly stated, the case of the workman is that she was appointed on 01.11.2009 by respondent-management No.1 as Lady Security Guard and therefore, she is a 'workman' as defined under Section 2(s) of the ID Act. She stated that her daily timings were from 9:30 A.M. to 6:00 P.M. with weekly off and her work was controlled, supervised and assessed by Mr. Suresh - Operation Manager of respondent-management

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No.1. The respondent No.1 deals in supply of security personnel, monitoring equipment, response units etc. to their clients and respondent No.2 deals in manufacturing of pressure regulators. The personal file, record of leaves etc. of the workman was maintained by Human Resource Department of respondent-management No.1. She was being paid ` 13,000/-as gross salary including incentives and allowance and after deduction of Provident Fund, ESI and LWF. The workman submitted that her work & conduct remined unblemished and satisfactory. Neither any charge-sheet was served nor any inquiry was conducted against her for any mis-conduct during her entire service. It is submitted that on 1stMay, 2019,respondent-management No.1 told the workman that her services were no more required by the Company and she was asked not to report for duty from the next day and to resign from the services, failing which her services would be terminated. It is stated that while terminating her services, the management violated the various provisions of ID Act. She has completed 240 days in the 12 calendar months preceding her termination. She also submitted the demand notice to the respondent-management but the respondent-management never appearedduring conciliation proceedings and ultimately conciliation proceedings failed and the Conciliation Officer vide memo No.63 dated 10.01.2020 advised the workman to refer Section 2A of Industrial Disputes (Amendment) Act, 2010. Hence, the claim statement. It is prayed that she may be reinstated with continuity of service and all consequential benefits including full back wages.

3. The respondent-management No.1 filed written statement to the same submitting that the services of the workman were not terminated by the respondent-management No.1. It submitted that the workman was deployed with M/s Salico Trading Company Pvt. Ltd. (management No.2) and she was withdrawn from that Company and deployed to another place as the management No.2 was not happy with her duties as Security Guard. She was deployed to another institute i.e. VR Punjab Mall, Mohali and when she was informed about her deployment with VR Punjab Mall, she felt annoyed and refused to join new assignment and left the office at her own without assigning any reason. Not only she refused to go to another place but also refused to accept the deployment orders. Thereafter, she never reported for duty. Deployment orders were also sent to her by registered post and she was also informed telephonically. The workman never reported at her new place of deployment with VR Punjab Mall. The respondent-management issued three letters to the workman to the effect that she had left her duties at her own and also requested her to join duty immediately. The said letters were sent on 13.06.2019, 13.07.2019 and 13.08.2019 at her residential address but she did not turn up either to tender her resignation or to join her duty. She did not approach the management for his full & final accounts. The respondent-management No.1 is ready to take her back in service and deploy her with VR Punjab Mall, Mohali. It is stated that as per procedure,every workman was rotated from one place to another but the workman refused to accept the rotation of deployment. The respondent-management No.1 has not violated any provisions of the ID Act. A prayer was made for dismissal of the claim statement.

4. Upon notice, none appeared on behalf of respondent-management No.2 despite service, as such, the respondent-management No. 2 was proceeded against ex-parte vide order dated 12.08.2021.

5. The workman filed replication to the written statement wherein she reiterated the contents of the claim statement and opposed the averments made by the management in its written statement.

6. From the pleadings of the parties, following issues were framed vide order dated 10.11.2022 :-

1. Whether the termination of the services of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service with full back wages and other consequential benefits, as prayed for ? OPW
3. Relief.

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7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, the workman herself appeared as AW1 and tendered in evidence her duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Photocopy of identity card issued by M/s G4S Secure Solution issued to the workman bearing date of issue 29.09.2014 and date of expiry 28.09.2015	**Exhibit 'AW1/1'**
Photocopy of bank account statement for the period from 07.02.2019 to 04.01.2021	**Exhibit 'AW1/2'**

Thereafter, Learned Representative for the workman closed the evidence in affirmative.

9. In evidence of the management No.1, Surjeet Singh -HR Executive appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A' along with copies of documents :-

Contract of employment dated 11.04.2018	**Exhibit 'M1'**
Identity card issued to the workman	**Exhibit 'M2'**
Deployment letter dated 02.05.2019 sent to the workman through registered post vide postal receipt dated 04.05.2019	**Exhibit 'M3'**
Letter dated 13.05.2019 sent to the workman through registered post vide postal receipt dated 15.06.2019	**Exhibit 'M4'**
Letter dated 13.07.2019 sent to the workman through registered post vide postal receipt dated 15.07.2019	**Exhibit 'M5'**
Letter dated 13.08.2019 sent to the workman through registered post vide postal receipt dated 20.08.2019	**Exhibit 'M6'**

Thereafter, the Learned Representative for the management No.1 closed the evidence on behalf of the respondent-management No.1.

10. I have heard the arguments addressed by Learned Representative for the workman as well as respondent-management No.1 and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issues No. 1 & 2

11. Both these issues are taken up together being interconnected and in order to avoid repetition. The workman was required to prove both the said issues.

12. Learned Representative for the workman submitted that the workman rendered the services to the respondent-management No.1 as Security Guard. She has completed 240 days in 12 calendar months

preceding her termination. Further, the respondent-management No.1 has terminated the services of the workman in violation of provisions of the ID Act. She is entitled to reinstatement with continuity of service and back wages.

13. On the other hand, Learned Representative for the management submitted that the services of the workman were never terminated by respondent No.1 rather she did not report for duty when she was deployed at VR Punjab Mall, Mohali. It is submitted that since her services were never terminated,therefore,there is no violation of any provisions of the ID Act. A prayer was made for dismissal of the claim statement.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman vide her affidavit Exhibit 'AW1/A' deposed that she was appointed as Lady Security Guard on 01.11.2009. She was a 'workman' as defined under the ID Act. She submitted that her work was controlled, supervisedand assessed by Suresh - Operation Manager of respondent-management No.1. She was paid gross salary of ` 13,000/- per month after deduction of provident fund, ESI and LWF. She deposed that her record was unblemished but on 01.05.2019 she was told by the management that her services were no more required and hence, her services were terminated by respondent-management No.1 without following the provisions of the ID Act. She was not issued any notice or paid wages in lieu of notice period. She served the demand notice upon the management and approached the Assistant Labour Commissioner but the respondent-management did not turn up and conciliation proceedings failed.

16. On the other hand, MW1 Surjeet Singh - Executive deposed that the workman joined with respondent-management No.1 as Lady Security Guard on 11.04.2018 with identity card bearing Clock No.664039. The workman accepted the terms & conditions of the employment and joined the services and as per Clause 5 of the appointment letter, her services can be transferred to any place where her services were required by the management. The services of the workman were never terminated at any point of time. She was deployed with respondent-management No.2 and she was withdrawn from respondent-management No.2 as respondent-management No.2 was not happy with her duties. She was deployed to another location / institute i.e. VR Punjab Mall, Mohali. He deposed that when she was informed about her deployment with M/s VR Punjab Mall, she felt annoyed and refused to join the new assignment and left the office without assigning any reason. She never reported back in the office and thereafter the respondent-management issued three letters dated 13.06.2019, 13.07.2019 & 13.08.2019 directing her to join duties but she never turned up.

17. As per record, it is the case of the workman that she was appointed as Lady Security Guard on 01.11.2009 and her work was control and assessed by respondent-management No.1. She deposed that on 01.05.2019, she was told by the respondent-management No.1 that she was no longer required by the Company and asked her not to come on duty and,as such, her services have been illegally terminated by the respondent-management without any reason. The respondent-management No.1 has contended that the workman had joined the services of the management as Lady Security Guard on 11.04.2018 with identity card bearing clock No.664039. MW1 has placed on record her contract of employment dated 11.04.2018 (Exhibit 'M1') stated to have been executed with the workman. The said contract of employment mentions that she was appointed as Lady Guard w.e.f. 11.04.2018 with clock No.664039. The workman during her cross-examination stated that it was wrong to suggest that she was issued appointment letter dated 11.04.2018 by the management. She further stated that she could not say whether appointment letter dated 11.04.2018, copy of which is Exhibit 'MX', bears her signatures or not at Point 'A'. The workman has not produced on record any document to

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show that she was appointed as Lady Security Guard by respondent No.1 on 01.11.2009. The bank statement produced on record by her Exhibit 'AW1/2' pertains to the year 2019 &2020. She has not produced any bank statement w.e.f. 01.11.2009 to show that her salary was being credited by respondent-management No.1 on her alleged appointment w.e.f. 01.11.2009. She has not examined any co-worker to prove that she was working with respondent-management No.1 since 01.11.2009. She has not denied her signatures specifically on the appointment letter dated 11.04.2018 rather she has chosen to give evasive reply to the same. As such, the workman has failed to establish that she was working with respondent-management No.1 since 01.11.2009.

18. The workman has produced on record copy of identity card issued in her name (Exhibit 'AW1/1') wherein her date of joining is mentioned as 17.08.2012. The date of issuance of said identity card is mentionedas 29.09.2014with expiry date as 28.09.2015. The identity card bears clock No.31050. The management No.1 has produced photocopy of identity card of the workman with the date of joining as 11.04.2018 with clock No.664039 (Exhibit 'M2'). The copy of identity card bearing different clock number does not *ipso facto* establish that she was working with respondent-management No.1 w.e.f. 01.11.2009 and as such the photocopy of identity card (Exhibit 'AW1/1') is of no help to the case of the workman.

19. The workman has stated vide her affidavit (Exhibit 'AW1/A') that she was asked by respondent-management No.1 on 01.05.2019 not to report for duty from next day and she was also asked to resign from the service failing which her services would be terminated. Dring her cross-examination, she stated that her services were discontinued from the year 2018 but she did not remember exact date. She further stated that she has been terminated and thereafter she did not visit the office of the management and at the time of termination, she was deployed at Salico Trading Company, Industrial Area, Chandigarh. On the other hand, MW1 in his cross-examination stated that the workman was never terminated rather she was transferred from M/s Salico Trading Company to VR Punjab Mall, Khararand she had left the services at her own. The management has placed on record copy of appointment letter dated 11.04.2018 issued to the workman. Clause 5 of the appointment letter, runs as under :-

> *"5. That your services are liable to be transferred to another branch, post or place of or to any office, associates or sister concern or subsidiary at any place in India, whether in existence or which may come up in future at any time at the sole discretion of the management in the interest of the Company's business. Your refusal to accept the transfer will amount to gross misconduct and Management may take action, as it may deem fit."*

20. Admittedly, no termination letter has been brought on record by the workman. The respondent-management has placed on record the deployment letter (Exhibit 'M3') sent to the workman through registered post. Learned Representative for the workman submitted that the said deployment letter was not sent at correct address of the workman. MW1 has placed on record the notices dated 13.05.2019, 13.07.2019 and 13.08.2019 (Exhibit 'M4' to Exhibit 'M6') which were sent to the workman calling upon her to report at G4S Chandigarh office within 5 days of receipt of notice and submit her explanation along with relevant documents. Learned Representative for the workman submitted that alleged notices were sent on the previous address and they were never sent at new address of the workman. MW1 during his cross-examination stated that notices were sent at the address as mentioned in the Adhaar card of the workman. Perusal of the notices (Exhibit 'M4' to Exhibit 'M6') reveals that the same bear address of the workman as mentioned in the Adhaar card of the workman. The workman during her cross-examination has denied that she received letters dated 13.05.2019, 13.07.2019&13.08.2019 issued by the management requiring her to rejoin duty. However, at the same time,she had herself stated that she did not visit the office of the management after her termination

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from the services. The workman had never presented herself before the respondent-management No.1 after 30.04.2019. There is nothing on record to show that she has made any efforts by approaching the respondent-management or moving a representation before the respondent-management No.2 showing her intention to resume duty. The material on record reflects that the services of the workman were never terminated by the respondent-management No.1 rather she has voluntarily abandoned her services consequent to her transfer at new location and as such, in such circumstances the respondent-management No.1 has not violated any provisions of the ID Act. Accordingly, both the said issues stand decided against the workman and in favour of the management.

Relief

21. In view of the aforesaid findings on issues, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 28th October, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 10th December, 2025

No. 576729-HII(2)-2025/19177.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **21/2024 dated 24.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GURMAIL SINGH S/O SH. AMAR SINGH, AGED 70 YEARS, R/O VILLAGE GADHRAM, PO CHAMKAUR SAHIB, DISTRICT ROPAR (PUNJAB). (WORKMAN)

AND

1. THE DIVISIONAL MANAGER, CHANDIGARH TRANSPORT UNDERTAKING-CUM-DIRECTOR TRANSPORT, U.T.. CHANDIGARH.

2. GENERAL MANAGER, CHANDIGARH TRANSPORT UNDERTAKING, DEPOT NO.1, INDUSTRIAL AREA, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Gurmail Singh has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly,the workman submitted that he was selected & appointed as Driver in the year 1992 with the respondents-management after he was discharged from the Indian Army. He was hale & hearty at the time of joining. He was allowed to join after obtaining fitness certificate from CMO, General Hospital, Sector 16, Chandigarh. The workman stated that he was performing his duties with diligence and devotion and there was nothing adverse against him till 1996. The workman submitted that during his service period, he was diagnosed suffering from *'Ulcerative Colitis'* by the Chandigarh Medical &Research Centre, Sector 17, Chandigarh vide report dated 11.03.1996. He started his treatment from the said Centre in the year 1996. The workman stated that he did not get any relief from the said Centre and he started getting the treatment from the General Hospital, Sector 16, Chandigarh and remained admitted there from 01.04.1998 to 02.06.1998 and thereafter he remained as outdoor patient. He again remained admitted in General Hospital w.e.f. 05.03.1999 to 09.03.1999 and then remained as an outdoor patient. The workman further stated that he did not get relief for his aliment then he started his treatment from PGI w.e.f. 15.01.2001. He was examined by the Doctor at PGI and diagnosed as suffering from *'Chronic Ulcerative Colitis'* which is a disability as per the letter issued by the Punjab Government bearing No.126998-5HBV/21329-2133 dated 01.09.2000. The workman has been informing the respondents-management from time to time about his ailment & treatment and applied for leave and extension of leave supported by medical certificate from time to time. He prayed for giving light alternative duty. The workman further stated that with the passage of time, he started losing his eye sight with sudden variation and became unfit to drive heavy vehicle due to low vision. It is submitted that disease *'Chronic Ulcerative Colitis'* amounting to immunological disorders as well as low eye vision is a disability under Section

2(j) of the Disability Act, 1995. It is submitted that instead of sanctioning medical leave to him and giving him alternative light duty, he was issued three charge-sheets dated 13.05.1998, 17.02.1999, 22.05.2001 on the charges of absence from duty without any intimation / leave application which was factually incorrect. He replied to the different charge-sheets but the respondents-management without considering his medical record appointed three different Inquiry Officers, who without appreciating the material on record as well as his defence, submitted their inquiry reports against the workman. His all three inquiry reports were clubbed and he was given personal hearing on 05.09.2005. During his personal hearing, he denied the allegations of absence and informed that he was not able to perform his duties due to his sickness and his absence was not intentional or willful. However, the respondent-management No.1 wrongly ignored the medical certificates as well as his medical history and passed the termination order dated 05.09.2005 whereby his services were terminated. The workman approached the Appellate Authority against the termination order dated 05.09.2005. The Appellate Authority without appreciating the grounds of appeal and going through his medical history dismissed his appeal by passing a non-speaking order dated 23.12.2006. The workman stated that his ailment aggravated and his wife also fell sick due to which he could not challenge the illegal orders. It is further stated that he filed a Civil Suit No.174 of 2016 which was dismissed vide judgment & decree dated 02.03.2022 against which he preferred an appeal which was withdrawn with a liberty to avail the remedy under the ID Act and hence, the present claim statement. The workman further stated that order dated 05.09.2005 as well as order of the Appellate Authority dated 23.12.2006 are illegal, arbitrary and against the provisions of Law as his absence was not intentional or willful. The Punishing Authority as well as Appellate Authority have not considered his medical record. He is unemployed after his illegal termination as he has already attained the age of superannuation. A prayer is made that he may be reinstated with continuity of service and full back wages till the date of superannuation and the respondents-management may be directed to release the pension and pensionary benefits along with interest.

3. The respondents-management No. 1 & 2 filed written statement to the claim statement submitting that claim is liable to be dismissed as the charges stand proved against the workman on the basis of evidence. Further, the penalty was imposed upon him on the basis of proved misconduct. It is admitted that he was appointed as Driver on 30.07.1992 and remained absent from duty w.e.f. 12.01.1998 to 14.10.1998, 22.10.1998 to 28.08.2000 and 08.01.2001 to 05.09.2005. The workman was charge-sheeted three times for remaining willful absent from his duty without any information and leave application. He submitted reply to charge-sheet dated 13.05.1998 only and he did not submit reply to other charge-sheets. Different departmental inquiries were ordered to beconducted against him wherein the charges stand proved by the appointed Inquiry Officers. The Inquiry Officers conducted the inquiry in a fair and proper manner and after following the due procedure of law granting opportunities to defend his cases properly. The charges in all the three inquiries stood proved by the Inquiry Officers after considering all the facts, record, documents and evidence of the cases. It is stated that the workman failed to prove his innocence whereas prosecution has duly established and proved the charges in the different departmental inquiries and order dated 05.09.2005 was passed which is legal & valid. He was also heard in person on 28.09.2006. It is stated that during personal hearing the respondent-management came to the conclusion that he remained willfully absent for more than six years and the Appellate Authority dismissed his appeal being devoid of any merits. It is stated that he was habitual offender of remaining absent from duties and a prayer was made for the dismissal of the claim statement.

4. From the pleadings of the parties, following issues were framed vide order dated 09.09.2024 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

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5. Thereafter, both the parties were called upon to lead their respective evidence.

6. In evidence of the workman, workman himself appeared as AW1 and tendered his duly sworn affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Self-attested copy of Aadhar card of the workman	**Exhibit 'W1'**
Failure report bearing Memo No.1034 dated 15.04.2024 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'W2'**
Attested copy of plaint accompanied with affidavit of the workman in support of the plaint in Civil Suit No.174 of 2016 titled as Gurmail Singh Versus Chandigarh Administration & Others pending for dated 02.03.2022 in the Court of Civil Judge, Senior Division, Chandigarh	**Exhibit 'W3'**
Attested copy of medical record which is part of proceedings in Civil Suit No.174 of 2016	**Exhibit 'W4'**
Attested copy of departmental inquiry file which is part of proceedings in Civil Suit No.174 of 2016	**Exhibit 'W5'**
Attested copy of statement dated 02.03.2023 got recorded by Sh. B. S. Gill, Advocate for the appellant in Civil Appeal No.40-2022 titled as Gurmail Singh Versus Chandigarh Administration & Others	**Exhibit 'W6'**
Attested copy of order dated 02.03.2023 passed by Learned Additional District Judge, Chandigarh, in Civil Appeal No.40-2022 titled as Gurmail Singh Versus Chandigarh Administration & Others	**Exhibit 'W7'**

Thereafter Learned Representative for the workman tendered into evidence certified copy of evidence of Dr. Usha Dutta tendered before the Court of Learned ACJM, Chandigarh in *Civil Suit No.174/2016 titled as "Gurmail Singh Versus Chandigarh Administration & Others"* **Exhibit 'W8'** and closed the evidence of the workman in affirmative.

7. In evidence of the management, Sumitra Rawat - Senior Assistant, CTU, Chandigarh appeared as MW1 and tendered her duly sworn affidavit **Exhibit 'MW1/A'.** She also tendered into evidence documents:-

Order dated 30.07.1992 passed by the Divisional Manager, CTU	**Exhibit 'M1'**
Joining report dated 30.07.1992	**Exhibit 'M2'**
Absent report dated 12.01.1998	**Exhibit 'M3'**
Charge-sheet dated 13.05.1998	**Exhibit 'M4'**

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Inquiry report dated 07.02.2005	**Exhibit 'M5'**
Absent report dated 14.01.1999	**Exhibit 'M6'**
Intimation to Gurmail Singh dated 22.11.1998	**Exhibit 'M7'**
Articles of charge dated 07.02.1999	**Exhibit 'M8'**
Inquiry report dated 23.01.2001	**Exhibit 'M9'**
Articles of charge dated 22.05.2001	**Exhibit 'M10'**
Inquiry report dated 10.03.2005	**Exhibit 'M11'**
Order dated 05.09.2005 passed by Divisional Manager, CTU	**Exhibit 'M12'**
Order dated 05.02.2007 passed by Secretary Transport	**Exhibit 'M13'**

Thereafter, the Learned Law Officer for the respondents-management No.1 & 2 closed the evidence on behalf of the management.

8. No rebuttal evidence was led by the Learned Representative for the workman.

9. I have heard the arguments addressed by Learned Representative for the workman and Learned Law Officer for the respondents-management No.1 & 2 and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

10. The workman is required to prove the said issue.

11. Learned Representative for the workman submitted that the workman was serving as Driver with the management since the year 1992 after he was discharged from Indian Army. The workman was patient of *'Chronic Ulcerative Colitis'* and also suffering from low vision. He argued that the workman had remained under treatment from General Hospital as well as PGI, Chandigarh. He submitted that the respondent-management had not considered the medical record and passed the termination order dated 05.09.2005. He submitted that the absence of the workman was neither intentional nor willful and he was treated absent from duty despite submissions of medical certificates issued by the General Hospital as well as PGI.

12. On the other hand, Learned Law Officer for the management submitted that the workman had remained absent from duty for period of approximately six years and the workman was issued three different charge-sheets for his absence from duty. She submitted that the workman was given full opportunity to defend himself and he was also given personal hearing. She submitted that impugned orders passed by the Punishing Authority as well as Appellate Authority are valid and sustainable in the eyes of law.

13. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

14. The workman Gurmail Singh appeared as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that he was duly selected & appointed as Driver against the regular post in the year 1992 with the

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respondents, after he was discharged from the Indian Army. His work & conduct was satisfactory and he performed his duties with devotion and diligence. He deposed that he was diagnosed as suffering from *'Ulcerative Colitis'* by the Chandigarh Medical &Research Centre, Sector 17, Chandigarh as per report dated 11.03.1996. He also went to General Hospital and remained admitted there. He was discharged on 02.06.1998 with further continuous medicine and check-up on different dates. The information regarding the same was given to the respondents-management but he was not given any light duty despite recommendation given by PGI. The disease was declared immunological disorder leading to disability. He also requested the respondents-management to provide him light alternative duty. He deposed that the management often sent him on long route like from Chandigarh to Kalka on the same day and then from Kalka to Ludhiana and to return on the same day despite the fact that he was having weak eye sight and passing off urinal at the short distance. He deposed that the disease *'Ulcerative Colitis'* amounting to immunological disorder and low eye vision have been recognised as kind of disabilities under Section 2(1) of the Disability Act, 1995. It was statutory duty of the respondents-management to act under Section 47 of the Disability Act, 1995 but the respondents-management took recourse to departmental inquiries and issuing charge-sheets to him which is illegal and thereafter the management illegally passed order of termination on 05.09.2005in violation of principles of natural justice. He deposed that after termination, he could not find the light job inspiteof sincere efforts.

15. On the other hand, Sumitra Rawat - Senior Assistant appeared as MW1 and deposed that the workman was appointed to the post of Driver in CTU on 30.07.1992 vide appointment letter dated 30.07.1992 and he remained absent from duty without submitting leave application or medical certificate for period 12.01.1998 to 14.10.1998, 22.10.1998 to 28.08.2000 and 08.01.2001 to 05.09.2005. She deposed that the workman was issued charge-sheets regarding his un-authorised absence and the departmental inquiries were initiated in each case. The workman was issued notices and he was provided an opportunity to submit his defence and cross-examine the witnesses. She deposed that the Inquiry Officers submitted their respective inquiry reports. Copies of inquiry reports were served upon the workmanbut he did not file reply in respect of two charge sheets and after considering the findings of the Inquiry Officers and record of the workman, the disciplinary authority passed the order of dismissal from the service. The workman preferred appeal dated 06.01.2006 before the Secretary Transport, U.T. Chandigarh. He was granted personal hearing on 28.09.2006 and the Appellate Authority passed order dated 05.02.2007 upholding the dismissal. He deposed that the dismissal order has been passed as per the applicable Rules.

16. It transpires from the record that the workman has pleaded that he was appointed as regular Driver in the year 1992 after he was discharged from the Indian Army. The respondent-management has not disputed the said fact. MW1 has herself placed on record the appointment letter dated 30.07.1992 (Exhibit 'M1') issued in favour of the workman, which mentions that the workman was offered the post of Driver and he was allotted Driver No.789 and posted at Depot No.II, CTU. The workman submitted his joining report on 30.07.1992 (Exhibit 'M2'). Hence, the appointment of the workman as Driver on 30.7.1992 is neither disputed nor denied.

17. The workman has submitted that he performed his duty with due diligence and devotion and there was nothing adverse against him till the year 1996. The respondent-management has denied the said fact and submitted that the workman was habitual offender of remaining absent from duties for which he was served with three charge-sheets.

18. It is the case of the workman that during his service period, he was diagnosed as suffering from *'Ulcerative Colitis'* vide report dated 11.03.1996 given by Chandigarh Medical &Research Centre, Sector 17, Chandigarh and the information regarding the same was given to the respondents-management by

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him and thereafter he went to the General Hospital vide outdoor ticket No.525 dated 09.01.1998, discharged on 02.06.1998 with further continuous medicine and regular check-ups. He deposed that he went for check-up on 06.04.1998 and 18.04.1998 and the information regarding the same was given to the management supported with medical certificates from time to time. The management, however, has denied the said facts. The management submitted that he absented from duty without submitting leave and medical certificate for the period 12.01.1998 to 14.10.1998, 22.10.1998 to 28.08.2000 and 08.01.2001 to 05.09.2005. The workman during his cross-examination admitted as correct that he was absent from duty for the said periods. He voluntarily stated that he was under medical treatment from the GMSH, Sector 16, Chandigarh and thereafter from PGI, Chandigarh. He further admitted that as per medical record produced by him on record, he was not advised rest except OPD slip dated 08.01.2004 whereby rest of four days was advised. It is further admitted that he did not apply for leave of any kind i.e. casual leave, earned leave or medical leave with the department.

19. Learned Law Officer for the management submitted that the workman was issued three charge-sheets for being absent from duty. The said fact has been admitted by the workman during his cross-examination. He admitted that he filed reply to the charge sheet dated 13.05.1998 and did not file reply to other two charge sheets dated 17.02.1999 and 22.05.2001. MW1 has placed on record the absent report dated 12.01.1998 (Exhibit 'M3') wherein it has been reported that the workman was fixed on duty on route No.118 at a time 6:10 but he did not report for duty. It is further mentioned that no application or information was received from him. The workman was charge sheeted for being absent on 12.01.1998 (Exhibit 'M4'). The workman filed reply to the said charge sheet on 06.07.1998 wherein he stated that due to ill-health he could not report for duty on 12.01.1998. Thereafter, the departmental inquiry was initiated against the workman and he appeared during the inquiry proceedings. The witnesses in the inquiry proceedings were duly cross-examined by the workman and he was also given an opportunity to produce his defence. Thereafter, the Inquiry Officer submitted its findings on 07.02.2005 (Exhibit 'M5').

20. Absent report dated 14.01.1999 (Exhibit 'M6') was received against the workman and the workman was directed to join the duty immediately but he failed to join the same and thereafter he was charge-sheeted for remaining willfully absent from 22.10.1998 onwards without any leave application or intimation vide Exhibit 'M8'. The workman did not submit its reply to the charge sheet and thereafter the regular departmental inquiry proceedings were initiated wherein he requested for adjournment during the inquiry proceedings. The statement of the witness was recorded and thereafter he was given opportunity to produce his defence. The Inquiry Officer submitted its inquiry report dated 23.01.2001 (Exhibit 'M9') whereby the charges stood proved against him.

21. The workman was also issued a charge sheet for being absent from his duty w.e.f. 08.01.2001 onwards (Exhibit 'M10') to which the workman did not submit its reply. The Inquiry Officer was appointed and the workman appeared during the inquiry proceedings and requested for adjournment and subsequently, he neither appeared before the Inquiry Officer nor sent any intimation and the ex-parte inquiry findings were given against the workman vide inquiry report dated 29.03.2005 (Exhibit 'M11').

22. Learned Representative for the workman submitted that the workman had informed the General Manager, CTU for the reason of his absence on 22.10.1998. However, it has come during the cross-examination of MW1 that the workman had informed the General Manager, CTU for his absence on 22.10.1998 while reporting for duty on 25.10.2000. Hence, it is crystal clear that the workman did not bother to inform immediately about his absence from duty.

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23. Learned Representative for the workman further submitted that Dr. Usha Dutta has appeared before the Court of Learned Civil Judge, Senior Division, Chandigarh on 06.10.2021 and suffered a statement to the effect that the workman was suffering from *'Ulcerative Colitis'*. He has placed on record the copy of statement (Exhibit 'W8') in support of his contention. The perusal of the statement of Dr. Usha Dutta reveals that she in her evidence stated that the workman can carry on with his routine duties except during flares. Moreover, the workman was treated in OPD, which means he did not have any severe disease. As such, statement of Dr. Usha Dutta is of no help to the case of the workman. The workman had remained absent from duty for a period of approximately more than six years and the Punishing Authority had ordered dismissal of the workman from service vide order dated 05.09.2005 (Exhibit 'M12') and the Appellate Authority vide order bearing endorsement dated 05.02.2007 had dismissed the appeal filed by the workman after giving him personal hearing and reaching to the conclusion that he remained willfully absent from duty for more than six years.

24. Learned Representative for the workman submitted that the workman was suffering from 'Ulcerative Colitis' as well as low vision and the respondents-management was not justified in awarding the punishment of dismissal from the service.

25. In the case in hand, regular departmental inquiries have been conducted against the workman and the Inquiry Officers found him guilty of the charges framed against him in all the inquiries. The reports of the Inquiry Officerswere forwarded to the competent authority who after giving an opportunity of being heard dismissed him from service. As such, there is no denial to the effect that reasonable opportunity to defend himself was given to the workman. The Hon'ble Supreme Court of India in ***Indian Oil Corporation Versus Ajit Kumar Singh & Another decided on 17th May, 2023*** held that inference with factual findings from the departmental inquiry is only permissible in such circumstances where proceedings are not consistent with the rules of natural justice or in violation of the statutory rules and where the conclusion upon consideration of the evidence reached by the disciplinary authority is 'perverse' or suffer from patent error on the face of record or based on no evidence.

In ***Union of India Versus R. K. Sharma, (2001)9 SCC 592*** it was held that in exercise of power of judicial review interfering with the punishment of dismissal on the ground that it was disproportionate, the punishment should not be merely disproportionate but should be strikingly disproportionate.

Reliance is also placed on the case titled ***Chandigarh Transport Undertaking (C.T.U.), Chandigarh Versus Gursewak Singh & Another, CWP No. 13237 of 2004 (O&M) decided on 01.04.2025*** whereby the Hon'ble High Court of Punjab & Haryana has held as under:-

> *"10. In the present case, once the respondent No.1-workman remained absent from duty for more than two and a half years and that too without any valid justification, it cannot be said that the punishment of terminating the service of such an employee is disproportionate. Even one day's un-authorised absence has been treated to be a major misconduct. The conduct of the employee, who remains absent from duty for a period of more than two and a half year, has to be treated as major misconduct.*
>
> *11. Further, thetermination of the service of an employee, who remained absent from duty for a period of two and a half years cannot be treated as shockingly disproportionate to the charges alleged and proved."*

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26. In the case in hand, admittedly three charge-sheets were issued to the workman for remaining absent from duty for a period of approximately six years. The workman was well aware about the pendency of inquiry proceedings and he had duly participated in the two inquiry proceedings and in one of the inquiry proceedings, he did not appear at a later stage and in the ex-parte departmental proceedings, he was held guilty and charges stood proved against him. He was also given an opportunity of personal hearing and hence, there is no violation of principles of natural justice. No evidence has been led by the workman to show that his termination from services was illegal. As such, the said issue stands decided against the workman and in favour of the management.

Relief

27. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 24th October, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 10th December, 2025

No. 576710-HII(2)-2025/19183.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **17/2024 dated 14.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

DEVINDER PAL, H.NO.2033, SECTOR 37-C, CHANDIGARH. (WORKMAN)

AND

1. RAKSHAK SECURITY SERVICES PVT. LTD., OFFICE NO. 38, 1ST FLOOR, TIWANA COMPLEX, BUTERLA, SECTOR 41-B, CHANDIGARH.

2. DIRECTOR PRINCIPAL, GOVT. MEDICAL COLLEGE & HOSPITAL, SECTOR 32-A, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Devinder Pal has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was in continuous employment of respondent-management No.2 since 02.11.2015. The contract of manpower was given to respondent-management No.1 on 03.05.2022 and the name of the workman was referred to respondent-management No.1. He remained in the continuous & uninterrupted employment up to 17.01.2023 and his services were illegally & wrongly terminated by refusing of,work. It is stated that at thet time of his termination, he was drawing monthly wages to the tune of ` 22,281/- The workman submitted that on 06.01.2023 after the close of his duty, he proceeded to his home and when he reached Gate No.8, his motorcycle broke down due to some defect. He kept his bag with Ganesh Kumar Jha - Security Guard on duty. He stated that at that time, he went on foot carrying his motor-cycle for repair in the market. He received a phone call on his mobile that he was required in hospital. The workman reached hospital around 10:30 P.M. and went to Gate No.8 to take his bag back from Ganesh Kumar - Security Guard. He stated that at the time Shri Sanjeev Kumar - Security Guard was present there, who without any provocation started arguing with him and called Shri Kishore Pal - Supervisor and concocted story of consumption of alcohol at the work place. The Supervisor questioned him and he denied the alleged charges. The Supervisor did not get the workman medically examined. The workman explained to the Supervisor about the broke down of his motor-cycle and his presence in the hospital at that time. However, the Supervisor without any justifiable reason, made a complaint against the workman to the Manager Shri Vinod Vishat, who called the workman next day in his office. The workman stated that he appeared before the Manager and denied the charges and Supervisor allowed him to go and do his duty. On 17.01.2023, he received a call from Security Control Room and he was ordered not to report on duty on the next day. He was not given any reason for refusal of work. No notice was ever issued to him for refusal of work. The workman stated that there was

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no complaint whatsoever against him regarding his work & conduct and after 3-4 days from 17.01.2023, he received a letter by post vide which it was informed that his services were terminated w.e.f. 17.01.2023. He was neither issued any charge sheet nor any inquiry was held and he was not paid retrenchment compensation at the time of termination. The persons junior to him were retained in service. It is stated that the management had violated the provisions of Section 25F & 25Gof the ID Act. The workman served upon the management a demand notice dated 23.11.2023 for his reinstatement but the respondent-management neither replied to the said demand notice nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but the matter could not be settled within the stipulated period. It is prayed that the workman may be reinstated with continuity of service, full back wages and all attendant benefits. He remained unemployed from the date of termination till date. Hence, the claim statement.

3. The respondent-management No.1 appeared and filed separate written statement taking preliminary objections inter alia on the ground that the workman has not approached the Court with clean hands. Further, he was enrolled on temporary contract basis only for the purpose of execution of work given by respondent-management No.2. His services were terminated on disciplinary grounds and principles of natural justice were followed. It is denied for want of knowledge that the workman was in continuous employment of the respondent-management since 02.11.2015. It is submitted that respondent-management No.1 was given the work of providing round the clock security & fire prevention services in GMCH, Chandigarh w.e.f. 01.05.2022. The workman was employed on temporary contract basis only for the execution of work given by GMCH and deployed at the site of respondent-management No.2 as Security Guard. It is denied that the services of the workman were illegally and wrongfully terminated on 17.01.2023. It is submitted that the answering respondent No.1 received complaint against the workman regarding his un-authorised entry into the site of respondent No. 2 work place, consumption of alcohol at work place, using of abusive language with night duty Security Guard Shri Sanjeev Kumar and mis-behaviour with Security Supervisor Shri Kishori Pal. An inquiry was conducted in the matter and on the basis of inquiry report, his services were terminated vide letter dated 17.01.2023. It is denied that on 06.01.2023 after closure of his duty he proceeded to his home and his motorcycle broke down. It is submitted that the workman un-authorisedly entered Gate No.8 of the Hospital in the night for the purpose of drinking alcohol and consumed alcohol at work place with another Security Guard namely Ganesh Kumar Jha and quarreled with another Security Guard Sanjeev Kumar and misbehaved with Security Supervisor Kishori Pal when Supervisor questioned regarding his un-authorised presence and consumption of alcohol at workplace. It is stated that the averments that he came to the hospital to collect bag was a lie as in the video taken on the spot no bag could be seen. It is submitted that the workman was given opportunity of being heard and his signatures were also obtained. The principles of natural justice were followed and the services of the workman were terminated on 17.01.2023 after taking into consideration all the facts. It is denied that there was no complaint against his conduct. It is denied that the respondent-management No.1 has violated the provisions of the ID Act. A prayer was made for dismissal of the claim statement.

4. Respondent-management No.2 filed separate written statement submitting that fresh tender was awarded in favour of M/s Rakshak Securitas Pvt. Ltd. - respondent-management No.1 for a period of two years w.e.f. 03.05.2022 to 02.05.2024. It is submitted that as per Clause 4.3.(a)(iii) for all intents and purposes, the service provider was the employer within the meaning of different Rules and Acts in respect of manpower so employed. It is submitted that request letter dated 28.02.2023 was received from the workman - Ex-Security Guard vide which it was informed that his services were terminated by respondent-management No.1 vide letter dated 17.01.2023 and it was requested to reinstate him in service. In the said letter, it was revealed that his duties had been terminated as he was found in an intoxicated condition in the hospital premises despite he was not on duty. It is further stated that on inquiry, it was informed that he remained in hospital without

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having on duty shift and he drank liquor and misbehaved with Security Supervisor and at the time of medical examination, he ran away from the site as per inquiry report of the contractor. The submissions made by the workman in support of the above charges were not found satisfactory by the contractor and his services were terminated w.e.f. 18.01.2023 vide letter dated 17.01.2023. It is stated that respondent-management No.2 had replied to the demand notice served before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. Remaining averments of the claim statement were denied and a prayer was made for dismissal of the claim statement.

5. The workman filed separate replications to the written statement filed by the respondent-management No.1 & 2 wherein he reiterated the contents of the claim statement and opposed the averments made by the respondents-management in their written statements.

6. From the pleadings of the parties, following issues were framed vide order dated 09.10.2024 :-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW

2. Whether the workman has not approached the Court with clean hands and suppressed the material facts ? OPM (management No.1)

3. Whether there is no employer-employee relationship between management No.2 and workman ? OPM (management No.2)

4. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copy of termination letter dated 17.01.2023 Exhibit 'W1'. Thereafter, Learned Representative for the workman closed the evidence on behalf of the workman in affirmative.

9. In evidence of the respondent-management No.1, Kishori Pal S/o Shri Puran Chand Behot, R/o Village Chobin, District Kangra, Himachal Pradesh appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A'.

10. The respondent-management No.1also examined Dinesh Kumar - Field Officer as MW2, who tendered in evidence his Exhibit 'MW2/A' along with documents :-

Copy of complete inquiry file dated 13.01.2023 relating to the workman (bearing Page No.9 to 14)	**Exhibit 'MW2/1'**
Copy of termination letter dated 17.01.2023	**Exhibit 'MW2/2'**
Pen Drive containing video recording of incident dated 06.01.2023	**Exhibit 'MO1'**

11. The respondent-management No.2 examined Raj Kumar Senior Assistant, Establishment Branch - IV as MW3, who tendered in evidence his affidavit Exhibit 'MW3/A'. Thereafter, the Learned

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Representative for management No.1 and Learned Law Officer for management No.2 closed the evidence on behalf of the management.

12. No rebuttal evidence was led by the workman.

13. I have heard the arguments addressed by Learned Representatives for the workman, Learned Representative for management No.1 and Learned Law Officer for management No.2 and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issues No. 1 to 3

14. All these issues are taken up together, being interlinked and in order to avoid repetition.

15. The workman is required to prove issue No.1 whereas management No.1 is required to prove issue No.2 and management No.2 is required to prove issue No.3.

16. The workman appeared in the witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that he was deployed by management No.1 at the work place of management No.2 as the contract for manpower supply was given to respondent-management No.1 on 03.05.2022. He was in continuous employment since 02.11.2015 and he remained in the employment upto17.01.2023 when his services were wrongfully and illegally terminated by refusing of work. At that time, he was drawing monthly wages of ` 22,881/-. He deposed that on 06.01.2023, after the close of his duty he proceeded to his home and when he reached at Gate No.8, his motor-cycle broke down due to some defect. He deposed that he kept his bag with the Security Guard namely Ganesh Kumar Jha and he went on foot carrying his motor-cycle for repair in the market. He received a phone call on his mobile that he was required in hospital. He deposed that he reached hospital at around 10:30 P.M. and went to Gate No.8 to take his bag from Security Guard Ganesh Kumar. He further deposed that the Security Guard Sanjeev Kumar was there, who without any provocation started arguing with the workman and called Supervisor Kishori Pal and concocted the story of consumption of alcohol by the workman at work place. The workman deposed that he denied the alleged charge and asked Supervisor to get his medical examination conducted but the Supervisor did not get his medical examination. He explained to the Supervisor about the breakdown of his motor-cycle. He further deposed that Supervisor Kishori Pal made a complaint against the workman to Manager Vinod Vishat, who called the workman the next day in his office. He testified that he appeared before the Manager and denied the charges and explained his presence in hospital at night. He further deposed that on 17.01.2023 he received a call from the Security Control Room and he was informed not to report for duty from tomorrow onwards. No reason or notice was evergiven for refusal of work. He deposed that he received a letter through post vide which it was informed that his services were terminated w.e.f. 17.01.2023. He deposed that he served upon the management demand notice dated 23.11.2023. The management neither replied to the demand notice nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but the matter could not be settled within stipulated period. He deposed that the management has violated Section 25F of the ID Act.

17. On the other hand, Kishori Pal S/o Puran Chand Behot appeared as MW1 and deposed that he was employed with respondent No.1 on the date of incident and posted as Security Supervisor. The workman was enrolled on temporary contract basis only for the purpose of execution of work awarded by respondent No.2 (principal employer). He deposed that respondent No.1 was awarded work of providing round the clock security and fire prevention service in GMCH, Chandigarh w.e.f. 01.05.2022. The workman was employed on temporary contract basis only for execution of work awarded by the GMCH and deployed at the site of respondent No.2 as Security Guard. He deposed that the respondent-management No.1 received complaint

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against him regarding his un-authorised entry into work place, consumption of alcohol there and he being Security Supervisor was instructed to visit the site to verify the facts and at the spot it was found that the workman was using abusive language with another Security Guard Sanjeev Kumar and also misbehaved with him (Kishori Pal). An inquiry was conducted and based on the inquiry report, the services of the workman were terminated vide termination letter dated 17.01.2023. He deposed that workman has un-authorisedly entered Gate No.8 of the hospital for the purpose of drinking alcohol and consumed alcohol at work place with another Security Guard namely Ganesh Kumar Jha. He also quarreled with another Security Guard Sanjeev Kumar and misbehaved with him (Kishori Pal). Thereafter, he was questioned about his un-authorised presence and consumption of alcohol. He deposed that the averments that he came to the hospital to collect bag wasa lie as in the video taken on the spot no bag was seen. The workman was afforded opportunity of being heard and his statement was also obtained.

18. MW2 Dinesh Kumar S/o Kikar Singh, Field Officer of respondent No.1 corroborated the testimony of MW1 Kishori Pal on all material particulars in his examination-in-chief.

19. MW3 Raj Kumar - Senior Assistant testified that the tender was awarded in favour of respondent No.1 vide GeM sanction order dated 26.04.2022 for a period of two years w.e.f. 03.05.2022 to 02.05.2024 and contractor i.e. respondent-management No.1 was requested to provide 10 No. of Security Guards on out-source basis. He deposed that as per the provisions of GeM SLA Clause 4.3(a)(iii), the service provider was the "employer" within the meaning of different Rules and Acts in respect of manpower so deployed and the persons deployed by the service provider shall not have any claim whatsoever like employer-employee relationship against the department so the respondent-management No.1 was the employer by whom the claim was to be settled. He deposed that request letter dated 28.02.2023 and 13.03.2023 was received from the workman vide which he informed that his services were terminated by respondent-management No.1 vide letter dated 17.01.2023 and he requested to reinstate him in service. In the said letter dated 17.01.2023 of the contractor it was revealed that his duties were terminated as he was found in intoxicated condition in the hospital premises despite he was not on duty. On enquiring upon, it was informed that he remained in hospital without having on duty shift and he drank liquor and misbehaved with Security Supervisor and at the time of medical examination, the workman ran away from site as per the inquiry report of the contractor. He deposed that request of the workman dated 17.01.2023 was placed before the Security Committee and it was decided that since security services were out-sourced, recruitment / termination of services was not under the purview of the Security Committee of GMCH.

20. Learned Representative for the workman submitted that the services of the workman were illegally and wrongfully terminated by refusing of work. The respondent-management No.1 in its written statement denied for want of knowledge, if the workman was in continuous employment of respondent-management No.2 since 02.11.2015. It has been submitted by the respondent-management No.1 that respondent No.1 was awarded the work of providing round the clock security and fire prevention services in GMCH, Chandigarh w.e.f. 01.05.2022, as per the work order dated 04.04.2022. The respondent-management No.2 in its written statement had also stated that fresh tender of manpower supply was awarded in favour of respondent-management No.1 for a period of two years w.e.f. 03.05.2022 to 02.05.2024. The workman during his examination-in-chief stated that he was in continuous employment of respondent-management No.2 (GMCH)since 02.11.2015. During his cross-examination, he stated that he applied for job to Dr. Chaman (since deceased), Director Principal, GMCH, Sector 32, Chandigarh prior to the year 2014 but he failed to disclose the exact date. He stated that he was not issued any appointment letter. During his cross-examination, he further admitted that he was in the employment of Rakshak Security since his appointment. The respondent-management No.1 had denied for want of knowledge if the workman was in continuous

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employment of respondent-management No.1 since 02.11.2015. MW3 as well as MW2 in their testimony have stated that the work for providing around the clock security and fire prevention service in GMCH, Chandigarh was given to respondent-management No.1 for a period of two years w.e.f. 01.05.2022. Onus to prove that the workman was in continuous service of respondent-management No.2 since 02.11.2015 laid upon the workman. However, except for his oral testimony, no document has been placed on record to prove his employment with respondent-management No.2 since 02.11.2015. No co-worker has been examined by the workmanin support of the said contention. No salary slip or bank statement has been placed on record to prove the said fact. It is an admission of the workman himself that he was in the employment of Rakshak Security since his appointment. There is nothing on record to establish that Rakshak Security was given the tender of manpower supply by GMCH in the year 2015.As such, the workman has failed to establish that he was in the employment of respondent No.2 since 02.11.2015.

21. The workman testified that he was on duty on 06.01.2023 and after the close of his duty, he proceeded to his home and when he reached Gate No.8,his motor-cycle broke-down. Thereafter, he kept his bag with Security Guard namely Ganesh Kumar Jha and went on foot carrying his motor-cycle for repair in the market. He received a call on his mobile that he was required in hospital. During his cross-examination, he statedthat his duty was in OPD, medical surgery and on 06.01.2023 he was on duty. He further stated that his duty timings were from 7:00 A.M. to 3:00 P.M.He stated that on 06.01.2023, after completion of his duty, his motorcycle broke-down due to dis-functioning of chain and plug, thereafter he kept his bag and water bottle with Ganesh Kumar Jha who was present at Gate No.8. He further deposed that Ganesh Kumar Jha was not known to him. He went to Sector 32 market to get his motor-cycle repaired and thereafter he went to Mohali as he also performs the duty of Waiter at marriage functions apart from duty of Security Guard. He testified in his cross-examination that he went to Mohali where he reported at 3:45 P.M. and remained there up to 10:30 P.M. The management has placed on record the application dated 07.01.2023 (Exhibit 'M1'). The workman has identified his signatures on the said application at point 'A'. Perusal of the said application reveals that it has been mentioned that the workman went to Gate No.8 at 5:00 P.M. During his cross-examination,the workman denied writing of said fact in the application (Exhibit 'M1') and he further voluntarily submitted that the contents of the said application were not written by him. The workman, however has not named any person who has written the said application at his instance. Moreover, the testimony of the workman is in sharp contradiction to the contents of the application (Exhibit 'M1'). The pleadings of the workman in claim statement as well as his affidavit (Exhibit 'AW1/A') does not contain averments to the effect that the workman had ever went to Mohali in the afternoon to perform his job of Waiter at Mohali and he remained there till 10:30 P.M. The application (Exhibit 'M1') is also silent qua the said facts. Moreover, it is an admission on his part that Security Guard Ganesh Kumar Jha was not known to him though at the same time, he has mentioned that Ganesh Kumar Jha was present at Gate No.8. The testimony of the workman is inconsistent and therefore unworthy of credence.

22. It is the case of the workman that Security Guard Sanjeev Kumar was present at Gate No.8 and without any provocation he started arguing with him and called Kishori Pal - Supervisor. The workman has testified that Sanjeev Kumar complained regarding consumption of liquor by the workman at work place. Kishori Pal, MW1 during his examination-in-chief deposed that he was Security Supervisor and instructed to visit the site to verify the facts regarding entry by the workman into the premises of respondent No.2 and he found that the workman was using abusive language with him (Kishori Pal). During his cross-examination,MW1 stated that the Security Guard namely Sanjeev Kumar telephonically complained that the workman had consumed liquor and there was no written complaint and when he reached the place of occurrence, workman was present there. He did not get medical examination of the workman and he informed occurrence to the Security Control Room over the phone and thereafter, Security Supervisor Jarnail Singh and Guard Chetan Singh reached

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at the spot. MW1 has denied knowledge, if the workman was charge-sheeted or domestic inquiry was held against him. MW2 deposed that it was in his knowledge that the workman was issued charge sheet. However, he failed to produce the charge sheet and inquiry report relating to the charge sheet. The said witness has producedin examination-in-chief copy of inquiry file dated 13.01.2023 relating to the workman Exhibit 'MW2/1'. The report dated 13.01.2023 has been addressed to the Vice President of Rakshak Securities Pvt. Ltd. and on the basis of statement of witness,the Inquiry Officer concluded that the workman has misbehaved and had consumed liquor on 06.01.2023.

23. Learned Representative for respondent No.1 & 2 submitted that the management has not violated the provisions of Section 25F & 25G of the ID Act. He argued that the workman has failed to establish that he was in continuous employment of respondent-management No.1 & 2 since 02.11.2025. He submitted that it is the case of the workman himself that his name was referred to respondent-management No.1 when manpower supply contract was given to respondent No.1 on 03.05.2022. It has been argued by Learned Representative for the management that the services of the workman were terminated on 17.01.2023 and the workman is not entitled for any protection under Section 25F of the ID Act as he was not in continuous service as defined under Section 25B of the ID Act. Section 25B of the ID Act runs as under :-

*"**25B. Definition of continuous service.-**For the purposes of this Chapter,-*

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-

(i) one hundred and ninety days in the case of an workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-

(i) ninety-five days, in the case of workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case. Explanation.-For the purpose of clause

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(2), the number of days on which a workman has actually worked under an employer hall include the days on which-

(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under the Act or under any other law applicable to the industrial establishment;

(ii) he has been on leave with full wages, earned in the previous years;

(iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

(iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.]"

24. In case in hand, the workman has failed to prove that he has in continuous service since 02.11.2015. During his cross-examination, he has himself admitted that he was in employment of Rakshak Security since his appointment. Admittedly, his services were terminated on 17.01.2023 by management No.1. The workman has not pleaded in his claim statement as well as his affidavit Exhibit 'AW1/A' that he has actually worked under the management for more than 240 days during the period 12 calendar months preceding the date of his termination.

25. Learned Law Officer for the management No.2 submitted that respondent No.1 was allotted tender of supply of manpower to respondent No.2 and as per Clause 4(a)(iii) of GeM SLA, for all intents & purposes, the service provider (contractor) shall be the "employer" within the meaning of different Rules and Acts in respect of manpower so deployed. Admittedly, no appointment letter was issued by the respondent-management No. 2 in favour of the workman. The workman has not been able to establish that there was a relationship of employer-employee between management No. 2 and workman. Reliance is placed upon authority of Hon'ble Supreme Court in ***Balwant Rai Saluja& Another Versus Air India Limited & Others, 2015 AIR SC 375***wherein the Hon'ble Supreme Court held that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter alia,

a) who appoints the workers;

b) who pays the salary / remuneration;

c) who has the authority to dismiss;

d) who can take disciplinary action;

e) whether there is continuity of service; and

f) extent of control & supervision i.e. whether there exists complete control & supervision.

26. As per record, it is duly proved that the workman was engaged as an outsource employee by management No.1 with principal employer respondent No. 2. Further, it has not been established that the

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service of the workman was terminated by respondent No.2 and consequently respondent-management No.2 has violated any provisions of the ID Act. Resultantly, issue No.1 is decided against the workman and in favour of the management No.1 & 2. Issue No.2 is decided in favour of the management No.1 and against the workman and issue No.3 is decided in favour of management No.2 and against the workman.

Relief

27. In view of the aforesaid findings on aforesaid issues, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 14th October 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 9th December, 2025

No. 581061-IH(6)-2025/16641.—The Administrator, Union Territory, Chandigarh is pleased to reconstitute the Museum Advisory Committee for advising Chandigarh Administration in the working and development of the Government Museum and Art Gallery, Chandigarh, for one year i.e. from 01.01.2026 till 31.12.2026, consisting of the following members :-

1.	Chief Secretary, Union Territory, Chandigarh	Chairman
2.	Secretary Culture, Chandigarh Administration	Member
3.	Finance Secretary, Chandigarh Administration	Member
4.	Chief Architect, Union Territory, Chandigarh	Member
5.	Chief Engineer, Union Territory, Chandigarh	Member
6.	Director General (or his nominee), National Museum, Janpath Road, New Delhi - 110011	Member
7.	Sh. Sanjay Dhar, Conservator, Indira Gandhi National Centre for the Arts, Janpath Building, Janpath, (near Western Court), New Delhi - 110001	Member
8.	Ms. Gurmeet Rai, Conservation Architect, 408/409, Qutub Green Apartments, 1064/B, Ward No. 7, Mehrauli, New Delhi. Address:119/120, Ward No.7, Flat No 408-409, Qutub Green Apartments, Mehrauli-110030, New Delhi.	Member
9.	Sh. S.D. Sharma, Architect (Retd), H.No. 191, Sector 7, Panchkula, Haryana.	Member
10.	Ms. Seema Gera, Deputy Curator, Govt. Museum and Art Gallery, Union Territory, Chandigarh.	Member
11.	Dr. Usha Bhatia, Art Historian, H.No. 417, Sector 17, Panchkula-134109, Haryana.	Member
12.	Dr. Sabyasachi Mukherjee, Director General, Chhatrapati Shivaji Maharaja Vastu Sangrahalaya, 159-161, Mahatma Gandhi Road, Fort, Mumbai-400023.	Member
13.	Sh. Diwan Manna, Former Chairman, Punjab Lalit Kala Akademi, H.No. 2173, Sector 15C, Chandigarh.	Member

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14.	Smt. Geetika Kalha, IAS (Retd), H.No. 15, Sector 4, Chandigarh.	Member
15.	Dr. Neelam Mansingh Chowdhry, House No. 9, Sector 4, Chandigarh.	Member
16.	Ms. Feroze Gujral, Gujral Foundation, 16, Feroz Gandhi Road, Lajpat Nagar, New Delhi-110020.	Member
17.	Director Govt. Museum and Art Gallery, Union Territory, Chandigarh.	Member Secretary

2. The out-station members shall be paid travelling allowance/daily allowance with the terms and conditions contained in the Government of India, Ministry of Finance O.M.No.F-6 (26)-FIV/59, dated 5th September, 1960, as amended from time to time.

Chandigarh, dated
the 20th November, 2025

MANDIP SINGH BRAR, IAS,
Secretary Culture,
Chandigarh Administration.

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CHANGE OF NAME

I, Kulsoom Jhan W/o Sarfraz Ahmed # 707/18, Bapudham Colony, Sector 26, Chandigarh, have changed my name to Kalsum Jahan.
[2096-1]

I, Ram Samajh S/o Shyam Dhari R/o # 1734, Vikas Nagar, Mauli Jagran Chandigarh, have changed my name to Ram Samujh.
[2097-1]

I, Sarfraz Ahmad S/o Mohd Rafi # 707/18, Bapudham Colony, Sector 26, Chandigarh, have changed my name to Sarfraz Ahmed.
[2098-1]

I, Pramod Kumar Vyas S/o Jagdish Prasad Vyas R/o H. No. 434, Sector 37-A, Chandigarh, have changed my name from Pramod Kumar to Pramod Kumar Vyas.
[2099-1]

I, Priya D/o Kunwar Pal Singh R/o # 860, Khuda Alisher Chandigarh, have changed my name to Priya Singh.
[2100-1]

I, Sandeep Kumar S/o Dalbir Singh R/o # 91, New Police Line, Sector 26, Chandigarh, have changed my minor son's name from Ayaan to Ayaan Chopra.
[2101-1]

I, Amjad Khan S/o Khalik Khan # 3461, Maloya Colony, Chandigarh, have changed my minor son's name from Faij Khan to Mohd Faij Khan.
[2102-1]

I, Bikram Singh S/o Late Sh. Bir Singh R/o House No 1366, Phase 1, Ramdarbar Colony Chandigarh, have changed my name from Bikram Singh to Vikram Chauhan.
[2103-1]

I, Mahabir S/o Tota Ram R/o # 190, Gali No 2, Shastri Nagar, Manimajra Chandigarh, have changed my name to Mahavir.
[2104-1]

I, Mahajan Kumar Das S/o Shri Satrudhan Dass R/o # 260, Pipliwala Town Manimajra Chandigarh, have changed my name to Mahajan Das.
[2105-1]

I, Sandeep Kumar S/o Late Sh. Kanhiya Lal, R/o House No. 3, Dhobhi Ghat, Sector 14, Panjab University, Chandigarh, have changed my name from Sandeep Kumar to Sandeep.
[2106-1]

I, Shruti Bhushan Gupta W/o Sh. Lovelesh Garg, House No. 5606, Modern Housing Complex, Sector 13, Chandigarh, have changed my name Shruti Bhushan Gupta to Shruti Gupta.
[2107-1]

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